

Intellimax, Inc. Terms of Service

Last Updated: February 7, 2017

Welcome to the Intellimax, Inc. (“Intellimax, Inc.”) Terms of Service (the “Terms”). Please read these Terms carefully because they govern your use of any of our websites (the “Site”) and any Intellimax, Inc. mobile device applications (“Apps”). To make these Terms easier to read, the Site, our services and Apps are collectively called the “Services”.

Agreement to Terms

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site or Apps or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site or Apps, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you can’t use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at feedback@Intellimax.software. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Privacy Policy

Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose information from our users.

Content Submissions

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

Intellimax, Inc. does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing,

Intellimax, Inc. and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and the Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Rights in User Content Granted by You

You are responsible for the User Content that you post to the Services, including its legality, reliability, and appropriateness. By posting User Content to the Services, you grant Intellimax, Inc. a non-exclusive, transferable, sub-licensable, worldwide, royalty-free right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Services. You agree that this license includes the right for us to make such User Content available to other users of the Services, who may also use such User Content subject to these Terms.

You represent and warrant that: (i) the User Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of the User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

We ask that you respect our on-line community and other users when posting User Content and using the Services. When submitting User Content to or otherwise using the Services, you agree not to:

- submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
- publish falsehoods or misrepresentations that could damage us, our users or any third party;
- publish any private information of someone, like their address, phone number, email address, and similar information without their permission;
- submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post advertisements;
- impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals;
- solicit a user's password or other account information; or
- harvest user names, addresses, or email addresses for any purpose.

This list is an example and is not intended to be complete or exclusive. We don't have an obligation to monitor your access to or use of the Services or to review or edit any Content, but we have the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any Content

that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Services.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Content on the Services

Subject to your compliance with these Terms, Intellimax, Inc. grants you a limited, non-exclusive, non-transferable, non-sub-licensable license to access and view the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

The Content available through the Services has not been verified or authenticated by us, and may include inaccuracies or false information. We make no representations, warranties, or guarantees in connection with our Services or any Content on the Services, relating to the quality, suitability, truth, accuracy or completeness of any content contained in the Services. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Content.

Rights and Terms for Apps

Subject to your compliance with these Terms, you have the right to download and install a copy of any App(s) to your mobile device, and to access and use the Services, for your own personal use. With respect to each App you download, you may not: (i) copy, modify or distribute the App for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the App or the Services to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the App or the Services; (iv) make the functionality of the App or the Services available to multiple users through any means; or (v) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App is made available (each, an "App Provider"). You acknowledge and agree that:

- These Terms are concluded between you and Intellimax, Inc., and not with the App Provider, and that Intellimax, Inc. (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any

other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Intellimax, Inc.

-The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) production liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

-In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Intellimax, Inc. will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

-The App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.

-You must also comply with all applicable third party terms of service when using the App.

Our Services may change from time to time and/or we may stop (permanently or temporarily) providing the Services (or features within the Services), possibly without prior notice to you. Our Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or from other information. The types and extent of advertising on the Services are also subject to change over time. In consideration for providing you the Services, you agree that we and our third party providers and partners may place advertising on our Services or in connection with the display of content or information on our Services.

DMCA/Copyright Policy

Intellimax, Inc. respects copyright law and expects its users to do the same. It is Intellimax, Inc.'s policy to terminate in appropriate circumstances Account holders who repeatedly infringe the rights of copyright holders. Please see Intellimax, Inc.'s Copyright policy at ["Copyright Policy"](#) for further information.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Unauthorized Activities

Our Services may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the Services: (i) attempt to access or search the Services or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots,

crawlers, data mining tools or the link) other than the software and/or search agents provided by us or the other generally available third party web browsers; (ii) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers, (iii) gather and use information, such as other users' names, real names, email addresses, available through the Services to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (iv) use the Services for any commercial purpose or for the benefit of any third party or in any manner not by these Terms; (v) violate any applicable law or regulation; or (vi) encourage or enable any other individual to do any of the foregoing. We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these terms.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Intellimax, In., its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Services.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by logging into the "site" and go to profile settings.

Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Warranty Disclaimers

The Services and Content are provided "AS IS", which warranty of any kind. Without limiting the foregoing, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OR DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

Limitation of Liability

NEITHER Intellimax, Inc. NOR ANY OTHER party involved in creating, producing, or delivering the services or content will be liable for any incidental, special, exemplary or consequential damages.

INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES arising out of or in connection with THESE TERMS or from the use OF or inability to use the Services or CONTENT, whether based on warranty, contract, tort (including negligence), PRODUCT LIABILITY or any other legal theory, and whether or not INTELLIMAX, INC. has been informed of the possibility of such damage. EVEN IF a limited REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

In no event will Intellimax, Inc.'s total liability arising out of or in connection with THESE TERMS OR FROM THE USE OF OR INABILITY TO USE the Services or content EXCEED THE Greater of the AMMOUNTS YOU HAVE PAID TO INTELLIMAX, INC. FOR USE OF THE SERVICES OR content OR ONE HUNDRED DOLLARS (\$100). IF YOU HAVE NO HAD ANY PAYMENT OBLIGATIONS TO INTELLIMAX, INC., AS APPLICABLE. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTELLIMAX, INC. AND YOU.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Agreement to Arbitrate

You and Intellimax, Inc. agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of Services or Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the District of Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You acknowledge and agree that you and Intellimax, Inc are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representing proceeding. Further, unless both you and Intellimax, Inc. otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any case or representative proceeding. If this specific

paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive the termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Intellimax, Inc. otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Intellimax, Inc. submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Intellimax, Inc. will not seek, and hereby waives all rights it may have under applicable law to recover attorneys’ fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Intellimax, Inc. will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11 (b)).

Changes

Notwithstanding the provisions of the “Changes to Terms or Services” section above, if Intellimax, Inc. changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to copyright@Intellimax.software within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Intellimax, Inc.’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Intellimax, Inc. in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

These terms constitute the entire and exclusive understanding and agreement between Intellimax, Inc. and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Intellimax, Inc. and you regarding the Services or Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Intellimax, Inc. prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Intellimax, Inc. may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communication provided by Intellimax, Inc. under these Terms, including those regarding modification to these Terms, will be given by Intellimax, Inc. (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Intellimax, Inc.’s failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Intellimax, Inc. Except as expressly set forth in these Terms, the exercise by either party of any of its

remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Question and Contact Information

If you have any question about these Terms or the Services, please contact:

Intellimax, Inc.
2000 Town Center
Suite 1900
Southfield, MI 48075
248-351-2636,

If you have any questions or concerns about Intellimax, Inc.'s Privacy Policy or data processing, please contact us at privacy@Intellimax.software